

IBWI FORM
ROC-1812b
14/99

AMENDMENT NO. 5 TO CONTRACT NO. 21115
BECHTEL BWXT IDAHO, LLC (BBWI)
2525 Fremont Avenue
P. O. Box 1625, Idaho Falls, ID 83415-3975
OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-AC07-99ID13727

Effective Date: Date of PQA Approval

To: S.M. Stoller Corporation
1780 First Street
Idaho Falls, Idaho 83401

To: Douglas Gail
Phone: (208) 525-9358
Fax: (208) 525-3364
Email: dgail@stoller.com

This Amendment effects the following:

1. CN Nos. 2, 3, 5, 6, 7, and 9 are hereby incorporated into the Contract.
2. Contract Section 3, Item 3.1.11: Replace Form 431.14 "Vendor Data Schedule," "ICDF Implementation Project Remediation and Waste Placement," dated 09/10/2003, Rev. 6, with Form 431.14 "Vendor Data Schedule," "ICDF Implementation Project Remediation and Waste Placement," dated 09/10/2003, Rev. 7.
3. Contract Section 7: The total ceiling price in Section 7.1 is increased by ~~200,000.00~~ from ~~200,000.00~~, to ~~200,000.00~~ to incorporate the price increases for CN's identified herein.
4. As part of this Contract, Stoller has been granted general escort authority. BBWI shall be responsible for and provide training to Stoller employees in accordance with the "General Escort Briefing" document attached hereto.

Procurement Agent: Michael Drake

Telephone: (208) 526-2593

PQA-04

DEC 03 2003

PQA Approval

Signed:

M. Drake

Bechtel BWXT Idaho, LLC

12/03/03

Date

Title:

Contract Administrator

Signed:

Douglas Gail
(Subcontractor's Official)

12/16/03
Date

Title:

NW Ops Director
Return one signed copy to BBWI.

BBWI
FORM PROC-1812b
(Rev. 04/99)

Bechtel BWXT Idaho, LLC
Amendment No. 5 to Contract No. 21115
(Continuation Sheet)
Page 2 of 2

Release of Claims: The parties hereby have negotiated for settlement of all the Subcontractor's claims known or unknown for changes and/or suspensions, constructive or otherwise, arising under this Contract for Amendment No. 5;

and in consideration of the foregoing, the Subcontractor agrees to release and discharge BBWI and the Government from all demands or claims for price increase, time extensions, or other claims for benefits of whatever kind or character, whether known or unknown that the Subcontractor had or may have by virtue of changes and/or suspensions, constructive or otherwise, and from any and all other claims arising under or in connection with Contract No. 21115 for Amendment No. 5 except as listed below:

Claims excepted from the release shall be identified by a short, descriptive title and amount (once an estimated amount is established) on each Amendment. If there are no claims, the word "NONE" shall be written at the end of the release to so indicate.

Except to the extent changed by Amendment Nos. 1 through 5, or to the extent rendered inconsistent herewith, all of the terms and provisions of this Contract remain unchanged and continue in full force and effect.